

STATE CONTRACT #-
Vendor No.
Commodity Code

**UTAH DIVISION OF PARKS AND RECREATION
FEDERAL RECREATIONAL TRAILS PROGRAM FUNDING
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of, _____ **2010**, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and **Washington County**, qualifying under this agreement as a federal agency, state agency, or political subdivision of the State of Utah and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of motorized and/or non-motorized trails and associated facilities in Utah; and,

WHEREAS, the federal Recreational Trails Program (RTP) funds for this purpose to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of motorized and/or non-motorized trails and associated facilities hereinafter described; and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION for: LaVerkin Creek Trailhead

AMOUNT OF FEDERAL RTP FUNDING	<u>\$51,916</u> FY10
AMOUNT OF PROJECT PARTICIPANT FUNDING	<u>\$51,916</u>
TOTAL TRAIL PROJECT EXPENDITURES	<u>\$103,832</u>

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1. The DIVISION shall reimburse the PARTICIPANT up to a total of \$ 51,916 from funds made available from the federal Recreational Trails Program (RTP) and/or the State of Utah upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference is made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before **December 31, 2012.**

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project, such as the RTP Environmental Study Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public motorized and/or non-motorized recreational trail use without written notice to the Director of the Utah Division of Parks and Recreation. Furthermore, if a trail developed with National Recreational Trail and/or State funds is converted to other use, another trail or trail facility of comparable value, as mutually agreed upon by both parties, in the same general location, will be provided by the PARTICIPANT.

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership or management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

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6. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.

2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete this Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, which have been received by the PARTICIPANT under this agreement.

3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice from the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.

2. The PARTICIPANT shall provide to the DIVISION a final project fiscal report within sixty days upon completion of the project, or within sixty days of the contract expiration date on forms to be provided by the DIVISION. Failure to provide a final fiscal report within sixty days may result in forfeiture of reimbursement expenses. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall include a summary list of all personnel, supplies, materials, and construction costs associated with this project in a manner prescribed by the DIVISION.

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3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project, and that all phases are subject to review and acceptance by the DIVISION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

Washington County

State – Utah Division of Parks and Recreation

Signature

Date

Agency's Signature

Date

Title

Budget & Acct Officer

Date

Div. of Finance

Date

(other names and lines if necessary)